

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

IN THE HAMILTON CIRCUIT COURT

CAUSE NO. 29C01-0406-PL-721

STATE OF INDIANA,)

Plaintiff,)

v.)

DANIEL ARMANI,)
Individually and doing business as)
ARMANI CREATIVE CONCEPTS,)

Defendant.)

FILED

SEP 21 2004

James B. ...
CLERK OF THE
HAMILTON CIRCUIT COURT

DEFAULT JUDGMENT

The Plaintiff, State of Indiana, having filed its Motion for Default Judgment Against Daniel Armani, individually and doing business as Armani Creative Concepts, and the Court having read the same and being duly advised in the premises, now finds:

1. The Court has subject matter jurisdiction and personal jurisdiction over the Defendant, Daniel Armani.
2. The Defendant was served with notice of these proceedings and a copy of the Complaint for Injunction, Restitution, Costs, and Civil Penalties.
3. The Defendant has failed to appear, plead, or otherwise respond to the complaint.
4. The Defendant is not an infant, incompetent, or in military service.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the Motion for Default Judgment is **GRANTED** in favor of the Plaintiff, State of Indiana, and against the Defendant, Daniel Armani, and pursuant to Indiana Code § 24-5-0.5-4(c)(1), the Defendant is permanently enjoined from engaging in the following:

a. representing expressly or by implication that the subject of a consumer transaction has sponsorship, approval, characteristics, accessories, uses, or benefits it does not have which the Defendant knows or reasonably should know it does not have;

b. representing expressly or by implication that the Defendant is able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when the Defendant knows or reasonably should know that he can not; and

c. representing expressly or by implication that a consumer will be able to purchase the subject of a consumer transaction as advertised by the Defendant, if the Defendant does not intend to sell it.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment is entered for the Plaintiff, State of Indiana, against the Defendant, Daniel Armani, as follows:

a. The contracts previously entered into by the Defendant with consumers Hugo Lavoie, Jeff Mommaerts and Sally Bengel, are cancelled pursuant to Ind. Code § 24-5-0.5-4(d);

b. The Defendant shall pay consumer restitution pursuant to Ind. Code § 24-5-0.5-4(c)(2), for Hugo Lavoie, in the amount of Four Hundred Ninety-Five Dollars (\$495.00), payable to the Office of the Attorney General;

c. The Defendant shall pay consumer restitution pursuant to Ind. Code § 24-5-0.5-4(c)(2), for Jeff Mommaerts, in the amount of Four Hundred Ninety-Five Dollars (\$495.00), payable to the Office of the Attorney General;

d. The Defendant shall pay consumer restitution pursuant to Ind. Code § 24-5-0.5-4(c)(2), for Sally Bengel, in the amount of Four Hundred Ninety-Five Dollars (\$495.00), payable to the Office of the Attorney General;


e. The Defendant shall pay the Office of the Attorney General its costs in investigating and prosecuting this action, pursuant to Ind. Code § 24-5-0.5-4(c)(3), in the amount of Three Hundred Thirty-Seven Dollars and Fifty Cents (\$337.50);

f. The Defendant shall pay civil penalties pursuant to Ind. Code § 24-5-0.5-4(g) for the Defendant's knowing violations of the Deceptive Consumer Sales Act, in the amount of Three Thousand Dollars (\$3,000.00), payable to the State of Indiana; and

g. The Defendant shall pay civil penalties pursuant to Ind. Code § 24-5-0.5-8 for the Defendant's intentional violations of the Deceptive Consumer Sales Act, in the amount of Three Thousand Dollars (\$3,000.00), payable to the State of Indiana.

For a total monetary judgment in the amount of Seven Thousand Eight Hundred Twenty-Two Dollars and Fifty Cents (\$7,822.50).

ALL ORDERED, ADJUDGED AND DECREED on this 21 day of Sept, 2004.



Judge, Hamilton Circuit Court

Distribution:

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Daniel Armani
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